

1897-032 Chancery Causes: C. L. Hamblen vs. J. M. Prichard  
Lee Co.

Prichard, Ely, Blankenship

CH-Debt  
T-Property



To the Honorable W. T. Miller Judge of the  
Circuit Court of Lee County:-

Humbly complaining, sheweth unto your  
honor your orator C. L. Hamblen, that on  
the 9<sup>th</sup> day of June 1894, he obtained in the said  
court a judgment against J. M. Prichard of the  
said county, for \$21.93 with interest thereon  
at six per centum per annum from the 9<sup>th</sup> day  
of June 1894, till paid, subject to a credit of \$5<sup>00</sup> 00  
of the last named date, and \$10<sup>42</sup> Costs on which  
said judgment a writ of Fieri Facias was duly  
issued, from the clerk's office of the said court  
directed to the Sheriff of the said county,  
returnable to 1<sup>st</sup> of September 1894, which was placed  
in the hands of the said Sheriff to be executed, and  
was on the return day thereof returned by the  
said Sheriff, with the following return endorsed  
to wit: "No property found, L. M. Wade Deputy  
for C. E. Murray S. L. C." A copy of said judgment  
is here filed marked "A" and asked to be considered  
And the original Fi. Fa. and return endorsed thereon  
is here filed marked "B" and asked to be considered  
Now your orator further states, that the said  
J. M. Prichard is seized and possessed in fee  
simple of a tract of unimproved land not cleared  
nor fenced, lying and being in the Crab Orchard  
Lee Co. Va. containing 118 acres, more or less, bounded  
by the lands of A. L. Reese, Armina Reese, and others  
being the tract of land sold by M. V. Reese to  
J. M. Prichard, and your orator is advised that  
his judgment (the part of which has been paid)  
is a subsisting lien, under the statute law of



1 Virginia, on the said real estate, having been duly  
2 docketed and recorded in the County Court Clerk's office,  
3 in the Judgment lien book, Your orator alleges that  
4 the rents and profits of the said real estate will  
5 not satisfy the said judgment in five years in fact  
6 will not rent at all as to part of the said tract  
7 of land is cleared, Your orator is informed, that  
8 the vendor of J. M. Prichard or his assignee J. M.  
9 Bailey has a purchase money lien against the said  
10 tract of land, but Your orator does not know the  
11 exact amount. Your orator alleges that his judgment  
12 and J. M. Bailey's purchase money lien are all the  
13 liens there are against the said tract of land.  
14 In tender consideration whereof, forasmuch as  
15 Your orator is remediless in the premises, save by the  
16 aid of a court of equity, where matters of this kind  
17 are alone and properly cognizable, Your orator  
18 prays that the said J. M. Prichard be made a party  
19 defendant to this bill, and require on his corporal  
20 oath to answer the same, according to the best of his  
21 knowledge and belief, as fully and particularly as  
22 if the statements of this bill were here again repeated  
23 and the said defendant thereto specially interrogated;  
24 that the said real estate, or so much thereof as may  
25 be necessary, be sold to satisfy Your orator's  
26 judgment, and that Your honor will grant unto  
27 Your orator such further and general relief as  
28 may be consistent with equity and the case requires.  
29 May it please Your orator will ever pray etc.  
30 M. G. Ely pr. g.  
31  
32



# Plffs Costs

C 7.82  
 S 50  
 atty 18.00  
 J P 3.00  
 Co C .25-  
 Court 5.00  
 Estimated 31.57  
 5.00  
 36.57  
 5.00  
 31.57

Court direct 45.00  
 atty. fee.

Wm. G. Ely  
 C. L. Hamblin Plff-  
 vs E. E. Billin Chaney  
 J. M. Richard Sift.

1895- 1st February rules  
 bill filed Spa & Co and  
 Deere Nisi.  
 11 2nd February rules & N.  
 Conf and Cause set for  
 hearing by Plff.

C 7.82  
 S 50  
 atty 18.00  
 J P 3.00  
 Co C .25-  
 Court 5.00  
 Estimated 31.57

104  
 21  
 23  
 3  
 223



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting:

WE COMMAND YOU, That of the goods and chattles of

*J. M. Prichard* \$10.42

in your bailiwick, you cause to be made \$21.93 Twenty one dollars &  
Ninety three cents  
with interest at the rate of six per centum per annum from the 9<sup>th</sup> day of June 1894  
until paid, which *L. L. Hamblen*

late in our Circuit Court of the County of Lee, has recovered against the said *J. M. Prichard*  
, as well for a debt as interest thereon; also \$10.42  
*L. L. Hamblen* dollars and *forty two* cents, which to the said  
by *him* about *his* suit in that behalf expended, whereof the said *Prichard* costs  
convict as appears to us of record. And how you shall execute this writ make known at the rules to be  
holden in the clerk's office of our said Circuit court, on the 18<sup>th</sup> Monday in *September*  
next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 26<sup>th</sup> day of  
*June* 1894, and in the 118<sup>th</sup> year of the Commonwealth.

*A B Munsey Clerk*



not executed  
no property  
found this Aug  
the 29<sup>th</sup> 1894  
L. M. Wade D. S.  
for C. E. Flanary  
S. L. C.

E. B. No. 4 p. 154

L. S. Hamblen

vs. {

FI. FA.  
IN DEBT.

J. M. Prichard

p. q.

Came to hand July 7

1894, at 3 o'clock P.M.

C. E. Flanary S. L. C.

To 1<sup>st</sup> Sept Rules,

Circuit Court.

Jud June 9<sup>th</sup> 1894

O. B. No. 3 p. 373



J.M.Pritchard,

Plaintiff.

vs.

In chancery.

C.L.Hamblen

Defendant.

To the Honorable W.T.Miller, Judge of the Circuit Court for Lee County, Virginia:

The demurrer and answer of J.M.Pritchard to the ~~XXXXXXXXXX~~ bill exhibited against him in this honorable court by C.L.Hamblen

Respondent says the complainant's bill is not sufficient in law to call upon him to answer it in this honorable court, but there is good cause of demurrer thereto, and he demurs accordingly, and prays judgement of his said demurrer.&c.

And not waiving said demurrer, but relying and insisting thereon, should other and further answer be required of him answering, he says:

That it is true as stated in said bill that on the 9th day of June 1894, the said complainant obtained a judgement against your respondent for the sum of \$21.93, with interest thereto at six per centum per annum from the 9th day of June 1894 till paid subject to a credit of \$5.00 as of the last named date, and \$10.42 costs. But respondent here alleges that said judgement was obtained fraudulently as hereinafter stated.

Respondent will here show your honor that at the time said judgement aforesaid was obtained he did not owe the said Hamblen one single cent: On September 28th 1892 the said Hamblen sued out before F.E.Cox, one of the Justices of said county, a warrant against your respondent for the sum of \$5.32, which said ~~wa~~ warrant was made returnable to the 10th day of October 1892, and on that day a trial was had before the said F.E.Cox, Justice as aforesaid, and a judgement rendered in favor of your respondent for the sum of \$11.00, with interest from October 10th 1892, till paid and \$2.80 costs. Afterwards a new trial was granted to ~~the~~

the said Hamblen, and the 12th day of November 1892 was fixed as the day for trial of said case. On that day ~~the former judge~~ *The case was continued* ~~to the 19th day of November, when said original judgement~~ *ment* was affirmed and continued in force. All of which will

more fully appear by reference to said original warrant and the



various endorsements thereon which is herewith filed as a part hereof marked "B".

Respondent will further show your honor that that after he had obtained said judgement as aforesaid against the said Hamblen as aforesaid, the same remaining unpaid, he applied to John Riddle, one of the Justices of said county, on the 10th day of May 1893 for a garnishment against Lee Jones, who was a debtor of said Hamblen, the said Hamblen being a non-resident of this ~~State~~ State. The said Riddle, Justice as aforesaid, issued a summons against the said Jones, returnable to the 20th day of May 1893, requiring him to answer of his indebtedness to the said Hamblen and on the said 20th day of May 1893 said Jones appeared, made answer, and the said Justice rendered Judgement against him for \$14.30 with interest from the 10th day of October 1892 till paid and \$1.00 costs. All of which will more fully appear by reference to said garnishment which is here filed as part hereof marked "C". These items constitute the account of \$21.93 for which for which the said Hamblen obtained his judgement first above mentioned and which is here sought to be enforced. A copy of the account upon which said Judgement was obtained is herewith filed as a part hereof marked "D".

Respondent will further state to your honor that he was prevented from defend~~ing~~ing the suit of the said Hamblen against upon which said judgement was obtained for the following reasons and by the following circumstances: At the March term of the Circuit Court for Lee County 1894, when said cause first appeared upon the docket, respondent asked for a rule for security for costs against the said Hamblen, because he was a non-resident of this State, which bond was not then given, and was not given until ~~the~~ the 5th day of June 1894. Respondent had no notice that said bond had been given, he having been informed by his counsel, G. W. Blankenship, that when said rule was made it would be unnecessary for him to do anything further in the premises until the bond was given. Had your respondent known that said bond was given he would have been present to have made his defense. Respondent alleges that his counsel, the said G. W. Blankenship, who



had agreed to inform him when said bond was given, became the security of the said Hamblen for said costs as will more fully appear by an examination of said bond, a copy of which is herewith filed as part hereof marked "E". Respondent alleges that he had valid defense to said action, which was well known to his counsel, and that said judgment was rendered against him through fraud, through collusion between his said counsel and the said Hamblen and his counsel. And respondent is further advised that at the time said judgment was rendered he had a right of continuance of said cause, the bond for costs having been given during the term, but that his said counsel collusively and fraudulently allowed said case to be tried in his absence and said judgment to be rendered.

Respondent says that he does not owe one single cent of said judgment; and that it is not a lien upon anything; that the whole matter embraced in the judgment had been theretofore settled in a judicial proceeding before the said F.E.Cox, one of the Justices of said county, upon proceedings instituted by the said complainant himself; that the said Cox had full and complete jurisdiction of said subject; that he rendered a judgment thereon on its merits, which said judgment was afterwards paid to your respondent in the way herein before stated, and if not thus paid then it is a valid, subsisting and unsatisfied debt due from complainant to respondent. And he pleads the same here as an offset against the plaintiff's demand. An account of the same amounting to the sum of \$ 24.12 is here filed as part hereof marked "F".

And now having answered said bill as fully as he is advised it is material to answer the same, respondent prays to be hence dismissed with his costs in this case most unjustly expended.

Samuel H. Leggett  
P.D.



The whole of the within answer is excepted to because  
~~not sworn to at all~~ because it sets up no matter of  
defense. <sup>to the party at all</sup> If there were any defense in the answer it  
comes too late. June 13/1895 M. G. Ely atty for Off.

Virginia Lee County, to wit:--

I A. B. Munsey, clerk of the Circuit  
Court for Lee County, Virginia, do certify  
that J. M. Pritchard this day personally  
appeared before me in my county afore-  
said and made oath that the foregoing  
answer, so far as made on his own in-  
formation, is true, and so far as made  
on the information derived from  
other sources, he believes it to be  
true. Given under my hand This  
June 14<sup>th</sup> 1895.

A. B. Munsey, clerk.

J. M. Pritchard

ans.  
advs.

C. F. Haubler

Filed in open Court  
and by leave thereof  
June the 12<sup>th</sup> 1895  
A. B. Munsey Clerk



B. L. Haublen

vs.

J. M. Pritchard

Upon the calling of this cause  
E. W. B. Ewing, counsel for the  
plaintiff stated in open court  
that the judgment, to enforce  
the collection of which, this  
suit was instituted, had been  
fully paid, including costs of  
this suit and all interest, it is  
therefore ordered that the cause  
be stricken from the docket.



C. L. Hambleton ~~not~~

vs  $\frac{3}{3}$  decree final.

J. M. Pritchard.

half. brushing.

$\frac{1}{3}$ . enthralling

$\frac{1}{2}$

R.

Louis de 194  
Louisville 7/4

Louis de 194  
Louisville 7/4

Eu. C. O. B. No. 6 p. 11.

Enter this decree

June 14<sup>th</sup> 1897.

W. J. M.



C. L. Hamblin  
v. } In Equity.  
J. M. Prichard.

This cause came on this day to be heard upon the papers formerly read, and the report of H. C. Jostyn, which has been filed the required length of time and is accepted to, and was argued by counsel.

Upon consideration whereof it is ordered, adjudged, & decreed that said commissioner's report be and the same is hereby confirmed; and it is further ordered, adjudged & decreed that E. H. R. Ewing, who is hereby appointed a special commissioner for the purpose, proceed to rent the 28 acre tract of land belonging to the said defendant situate in Turkey Cove, for a time sufficient to pay the sums reported as entitled to be paid in this suit, together with all costs, including costs of renting, and commissions, which shall be required paid cash in hand. Said Commissioner, before proceeding, shall execute, as required by law, bond in the sum of \$1000. He shall report his action to a future term of this court; and this cause is continued.



C. L. Hambleton  
v. } Deere.  
J. M. Prichard.

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O. B. P. 405

Enter this  
M. J. M.  
June 3, 1896.



6. L. Hamblen Plff.  
vs. E. E. Du Chaney -  
J. M. Prichard Def.

This cause came on this day to be heard  
upon the papers formerly read in the cause  
and the motion of the defendant for a <sup>continuance</sup>  
and the depositions of witnesses, and was  
argued by counsel,

On consideration of which the court doth,  
said motion be overruled and that  
adjudge, order and decree that the plaintiff  
6. L. Hamblen, recover of the defendant J. M.  
Prichard the sum of \$32<sup>35</sup> with interest on  
\$21.93 part thereof from the 9th. day of June, 1894  
till paid, subject to a credit of \$5<sup>00</sup> as of the last  
named date, And the costs of this suit, And  
it appearing from the plaintiffs bill that there  
are other liens existing against the real estate  
of the defendant J. M. Prichard, ~~and~~ <sup>it</sup> is further  
ordered, and decreed, that W. C. Joslyn who is  
hereby appointed a Commissioner for the purpose  
do ascertain and report to this court, what  
real estate the said J. M. Prichard owns and  
where situated, and its annual rental value,  
he will also report what liens exist against  
the same, the amount, priority and to whom <sup>due</sup>, also  
any other matter deemed pertinent by himself or  
required by either party, but before acting under  
this decree, he will give the parties interested due  
notice of the time and place of his sitting, and  
report to court and the cause is continued,



Co. L. Hamblin Plff.  
vs. E. E. Deere.  
J. M. Richard deft.

O. B. P. 354

Enter this

M. J. M.

March 6<sup>th</sup> / 1896



C. L. Hambleen

vs-

J. M. Pritchard

This cause came on to be heard this day upon the bill of the complainant and exhibits, there with, the answer of the defendant and exhibits and exceptions to said answer, and was argued by counsel on consideration of which, said exceptions to said answer are overruled and thereupon the Plaintiff replied generally to said answer, and the cause is continued



C. L. Hamble  
or by Deane  
J. M. Pritchard

Entered in  
Chancery Order  
Book & Page 228

Enter this decree  
M. J. M.  
June 14<sup>th</sup> 1895



Virginia

At a circuit Court Continued and held for Lee County at the Court-house thereof on Wednesday June 3rd 1896.

C. L. Hamblen

Plff

vs

J. M. Prichard

Defl

In Chancery

This Cause Come this day to be heard upon the papers formerly read and the report of H. C. Joslyn which has been filed the required length of time, and is unexcepted to, and was argued by Counsel Upon Consideration whereof it is ad Judged, ordered and decreed that Said Commissioners report be and the same is hereby confirmed, and it is further ad Judged, ordered, and decreed that E. W. R. Ewing who is hereby appointed a Special Commissioner for the purpose, proceed to rent the 28 acre tract of land belonging to the defendant situate in the Turkey Cove for a time sufficient to pay the liens reported as entitled to be paid in this Suit together with all costs including Costs of renting, and Commissions which shall be required paid Cash



in hand, Said Commissioner before  
proceeding shall execute as required  
by law bond in the sum of \$10000,  
he shall report his action to a future  
term of this Court, And this Cause  
is Continued.

A Copy

Leste A. B. Munsey Clerk

C. L. Hamblen

Copy of Decree

M. P. Richardson

Executed June 2<sup>nd</sup>  
1896 by delivering an  
office Copy of the  
within Decree to

E. W. R. Ewing  
W. P. Weston S. L. C.

Copy for  
E. W. R. Ewing

Clerk 75<sup>cts</sup>



C. L. Hamblen left } In Chancery,  
vs.  
J. M. Prichard left }

The deposition of M. G. Ely  
and others, taken before  
me H. C. Foslyn a Justice  
of the Peace for Lee County  
Va on Monday Feb'y 24<sup>th</sup> 1896,  
at the office of E. W. R. Ewing  
in the town of Jonesville  
to be read in behalf of the  
Plaintiff in the above styled  
Cause, pursuant to notice  
hereto annexed.

Present, E. W. R. Ewing  
Att'y for Plaintiff and  
L. G. Hyatt of Counsel for  
the defendant.

M. G. Ely a witness of lawful  
age being duly sworn deposes  
as follows.

q<sup>ues</sup> Please state your age, residence and occupation?

ans. Age 30, residence Black Spring Va.

Occupation, Attorney at Law.

q<sup>ues</sup> Please state all you know about this case  
and what relation you have ever had with  
this case,

1 ans. Sometime in the year 1892 C. L. Hamblen  
placed in my hands for collection a claim  
against J. M. Prichard for the sum of \$5 3<sup>4</sup>



2  
1 upon that claim a warrant was issued  
2 by F. B. Cox a Justice to be tried on the 10<sup>th</sup>  
3 day of Oct, 1892. for some cause or other.  
4 That I do not now remember I was  
5 not present, and on that day Cox  
6 rendered a judgment against Hamblen  
7 for \$11<sup>00</sup>, and costs, learning of that unjust  
8 decision I gave Mr. Prichard notice for a  
9 new trial and we met at F. B. Cox's house  
10 and a new trial was granted and the case  
11 continued by Mr. Prichard, when the new  
12 trial was granted, I then learned what  
13 it was that Mr. Prichard was  
14 claiming off of Hamblen it was an  
15 account of offsets made up of Old  
16 Doctor bills, that were all barred by the  
17 statute of Limitations, which I plead  
18 at that time before the said Justice,  
19 there had also been a former suit  
20 between Hamblen & Prichard before  
21 said Cox, and it was ascertained there  
22 on that day by reference to the papers  
23 in Cox's office, that this same account  
24 of Prichard vs Hamblen heretofore referred  
25 to had been filed in the former case, and  
26 had been adjudicated, and I put in the further  
27 plea against Prichard's account, of former  
28 adjudication, and the case was continued



(3.)

1 till Nov. 12<sup>th</sup> - and from that day  
2 continued to Nov. 19<sup>th</sup>, and at the last  
3 day I was not able to go to the trial and  
4 I wrote F.B. Cox to continue the case, again.  
5 And heard no more from the case for  
6 sometime about the last named date  
7 F.B. Cox J.P., moved out of the district  
8 and vacated his office as J.P. and A.R.  
9 Yeary was appointed in his stead,  
10 I heard no more from the matter for quite  
11 awhile not thinking that the case had  
12 ever been tried since the new trial was  
13 granted, and knowing that the statute  
14 of Limitations was good against  
15 Prichards claim of offsets, I spoke to  
16 F.B. Cox here in Jonesville once about  
17 the papers in the case, with a view to  
18 having them returned before Yeary  
19 for trial and marked me at different  
20 times for Hamblens costs due him for  
21 the warrant but never told me anything  
22 about having received a judgment against  
23 us. Hamblen, Finally Mr. Hamblen  
24 wrote me frankly, stating how it  
25 was that J. M. Prichard had collected  
26 some of his money from Lee Jones.  
27 And stating that he did not owe  
28 Prichard one cent, then upon inquiry



1 I found that Mr. Prichard had issued  
 2 a garnishee summons which is here  
 3 filed in the case, which from an  
 4 inspection I see it was not written  
 5 nor signed by the hand of John Piddle  
 6 And also I ascertain and see that said  
 7 garnishee ~~was~~ and judgment thereon  
 8 was illegal and void because there was  
 9 no bring in the hands of the  
 10 constable M. W. Proctor at the time,  
 11 And knowing that "Paul Flay" had been  
 12 made I brought suit on the acct  
 13 filed with defendants answer -  
 14 marked "D;" in the Circuit Court, of Lee  
 15 County, at the first hearing of the case,  
 16 deft. plead Non assumpsit, to which  
 17 issue was taken, and case continued  
 18 by Offt. rule for security for costs was  
 19 taken after the pleadings were made up.  
 20 at the next term of the court judgment  
 21 was rendered for the Offt. for \$2,93  
 22 subject to cr. of \$5<sup>00</sup>, Jackson & Blount  
 23 appeared for the deft, each time and at last  
 24 term insisted on a continuance, and  
 25 I insisted on a judgment for plaintiff  
 26 which I got they having no grounds  
 27 for a continuance for Prichard, The case  
 28 was passed for two or three days for



(5.)

1 them to write to Prichard, and he  
2 not opposing judgment, went, as to the  
3 allegation in defendants answer that  
4 said judgment was obtained by fraud  
5 and collusion between G. W. Blankenship  
6 Hamblen and his attorney, there is not  
7 one word of truth in the statement,  
8 Everything done by Mr. Hamblen and  
9 myself as his attorney, was done in good  
10 faith, and there was no fraud nor  
11 collusion about the matter anywhere,  
12 It is true that Mr. Blankenship signed  
13 the bond of Hamblen's with me as  
14 security for costs, but he did not sign  
15 it for Hamblen's sake but signed as  
16 security for me, and there was no fraud  
17 of any kind, in truth and in fact it was  
18 only making Prichard's costs more  
19 secure in the event, he beat Hamblen,  
20 I have heard Prichard admit that he  
21 owed Hamblen the \$5<sup>32</sup>, and  
22 from the papers filed with defendants  
23 answer I know that Prichard collected  
24 of Hamblen's money from Le Jones -  
25 money illegally,

Obj: - The testimony of this witness is excepted  
to as follows:-

1<sup>st</sup>. The last three lines on page one  
is objected to because wholly in-



material.

2<sup>nd</sup> That part of said depo. on page 2 lines 1 to 12 inclusive is excepted to because the warrant filed with the papers is the best evidence.

3<sup>rd</sup>. — If any offsets offered by Mr. Prichard was barred, the papers will show this state of facts, and are the best evidence of these matters. Therefore lines 12 to 28 of page 2 are accepted to.

4<sup>th</sup> Page 3, lines 10 to 15 is excepted to. The witness has no right to draw conclusions of law. He says he knows that Prichard's claim was barred by the Statute of Limitations. That was a matter for the Justice to decide, and the Justice did decide it, and in Prichard's favor as the Judgment of Squire Cox shows, filed with these papers.

5<sup>th</sup> What witness was going to do with reference to having case placed before Yeary, J.P. is immaterial, and objected to on that account.

6<sup>th</sup> 3<sup>rd</sup> page 24 to 28 inclusive is excepted to. What Hambleton wrote his Atty is immaterial and hearsay.



7<sup>th</sup> That part of said depositions on page 4 lines 1 to 10 inclusive is objected to because no issue in this case, immaterial. Said garnish proceeding can not be and have not been attacked by the pleadings in this case.

8<sup>th</sup> The witness is not the Judge and has no right to testify as to whether the Deft had a right of continuation.

9<sup>th</sup> Page 5 lines 23 to 25 objected to because immaterial.

L. J. Hyatt

X Examination.

Ques. 1. Are you acquainted with John Riddle? And have you not practiced law in his Court while he was J. P.

Ans. I am, I have,

Ques. 2. Have you not often signed his name to warrants and other papers?

Ans. I have, but that did not make it legal. And certainly I did not sign the garnish summons in this case,

Ques. 3. On what day did Haublen or you for him give the bond in the Law Cause?



Ans. I do not remember but referring to what purports to be a copy of said bond in this cause I see it is dated on the 5<sup>th</sup> day of June, 1894.

Ques. 4. What is the date of the Judgment sought to be enforced by this suit.

Ans. I see that it is June 9<sup>th</sup>, 1894. from a copy of Judgment in the papers.

Ques. 5. When was the Rule for security for costs in Law Cause served on you?

Ans. I do not remember.

Ques. 6. Did not the fact that the bond was given during the term give the defendant a right of continuance?

Ans. I think not, I don't understand the law,

Ques. 7. How was it that you and Blankenship agreed to a credit of \$5.00 of Hamble's acct, when judgment was rendered?

Ans. That was for Medical services that I knew that Mr. Prichard had rendered for Hamble and they (Blankenship & Jackson) insisted on the credit and agreed for it to be credited.

and further this deponent saith not.

Witness claims  
1 day 50 cts.

M. H. Ely.



(9)

Esq W. Blountenship another witness of lawful age being duly sworn deposes as follows,

Ques. Are you acquainted with J. M. Prichard if so, tell all about your connection with him in a suit in the circuit court of Lee County decided, June, 9<sup>th</sup> 1894 in which C. L. Hamblen was Opp and J. M. Prichard Def,

Ans I am acquainted with said Prichard, J. R. Jackson and myself. Under the firm name of Jackson & Blountenship, were employed to defend a suit in the Circuit Court, for said Prichard, in which C. L. Hamblen was Plaintiff, My recollection now is, My firm done all that we knew to do for Mr Prichard in said case, There was positively no fraud or collusion in the <sup>case</sup> between myself and Mr Hamblen Mr Ely or anyone else that I know of. I did sign the bond with Mr Ely as a matter of courtesy, but told



Mr. Ely at the time that I would not sign a bond for Hornblen. but done it to accommodate Mr. Ely who had done like service for me. I can further state that we tried to get a continuance of the case owing to the absence of Mr. Prichard, but failed, but being denied a continuance of the case at that term, my recollection now is that we asked that the case be passed to some future day of the term. So that we could notify Mr. Prichard so that he could be present with his proof if he had any. it was agreed to and we did notify him in some way. I cannot say whether by letter or how.

#### X-Examination.

Ques. 1. At the term of the Court at which the Security for <sup>the case continued</sup> costs was asked, did you not tell Prichard that you <sup>would</sup> notify him if the bond for costs was given, and if the bond was not



~~The~~ the case of Haubler would be dismissed.  
Ans. I told him the case would go off the docket, if the bond was not given, and that I would notify him when the bond <sup>was</sup> given, and when the bond was given I did notify him in some way but don't remember ~~where~~. I don't know whether Judge Jackson or myself done the notifying - but do know that one of us did notify him.

Ques. 2. After judgment had been rendered did not Richard come to see you about the matter? And did you not tell him to send the papers down and that you would prepare a bill of injunction to restrain Haubler from collecting said judgment?

Ans. I remember we had a talk about the judgment. but I never did agree to prepare the bill of injunction, ~~and~~

Ques. 3. And further this deponent with not.  
Witness claims 1 day 50 cts. George W. Blauka ship.



G. W. H. Beaumont being introduced and sworn, further says:

Ques. 1. Please state definitely whether or not there was any fraud, collusion or any improper conduct on your part or your firm, with reference to the case between Mrs. Hambleton and Prichard in the suit ~~decided~~ in which judgment was rendered June 9, 1844; and state whether or not this was the only case between these parties in which you or your firm was engaged?

Ans. There was no fraud, collusion or improper conduct on the part of myself now my firm. I make this statement emphatically and positively that no such thing was ever thought of by me, nor was ever mentioned to me, intimated or insinuated in any way, or in my presence by any one. I acted in as good faith towards my client as I knew how to act. The case mentioned was the only one in which we were employed between Hambleton & Prichard.



## X - Examination.

Ques. 1. If you had not gone on the bond for Hawbleu, could Judgment have gone at the time it did?

Ans. No not unless some one else had gone on the bond, or the Court would have accepted Mr Ely himself on the bond. Mr Ely told me at the time that he could, would, and intended to make the bond at that term of the Court. or on that day, and mentioned to me about giving some other persons on the bond. and that if I would sign it with him, it would save him some trouble.

I also considered Mr Ely amply good for the bond or I would not have signed it with him. And further this deponent birth nat.

Witness claims

1 day 50 cts.

George M. Blauknecht.

The further taking of depositions in this case is hereby adjourned until Saturday Feb 29<sup>th</sup> 1896. at the law Office of Duncan & Hyatt in Jonesville Va. H. C. Joslyn J.P.  
This Feb 25<sup>th</sup> 1896.



Met pursuant to adjournment  
at the office of Duncan & Hyatt  
on this 29<sup>th</sup> day of Feb'y 1896,  
and there being no witnesses  
present to testify, the further  
taking of these depositions is  
hereby closed. Given under  
my hand this Feb 29<sup>th</sup> 1896,  
H. C. Joslyn J. P.

Virginia Lee County To-wit,  
J. Henry C. Joslyn, a Justice  
of the peace for the <sup>Said</sup> County and  
State, do hereby Certify that the  
foregoing depositions of M. C. Lee  
and George W. Blankenship were  
duly taken. Sworn to and  
subscribed before me, at  
the time and place mentioned  
in the Caption of the same.  
Given under my hand this  
February 29<sup>th</sup> 1896,  
H. C. Joslyn J. P.



C. L. Hamblen vs.  
vs. In Chancery  
J. M. Prichard vs.

---

The depositions of  
M. C. Galy &  
Mrs W. Blount's wife  
Filed Feb 29th 1896  
A. B. Munsey Clerk

J. P. Fee #300



The deposition of J.M. Prichard taken pursuant to agreement of counsel, at The Law Office of E.W.R. Ewing, in the Town of Jonesville, on this the 25<sup>th</sup> day of Feby. 1896, before me H.C. Joslyn, a Justice of the Peace for Lee County, Virginia, to be read as evidence in behalf of the defendant in a certain suit in Chancery now pending in the Circuit Court for said County, wherein C.L. Hamblen is Plaintiff and the said J.M. Prichard is defendant.

Present:— R.L. Hyatt, Counsel for defendant and the defendant in person.

E.W.R. Ewing - Counsel for plff.

Ques. 1 Are you the defendant in this case?

Ans. I am.

Ques. 2. At the time Judgment was rendered against you in the Circuit Court for Lee County, were you or not indebted to C.L. Hamblen in any sum?

Obj. This question is objectionable, because the defendant is barred by his own books, and it is now too late to open this adjudicated question.

E.W.R. Ewing



Ans.

I was not indebted to him in any sum, but he owed me the sum of five dollars.

Quer. 3

Had not the matters in the account on which Naublen obtained judgment here sued on been adjudicated before B. F. Cox, Justice of the Peace?

Objected to by Counsel for Plff for reasons previously assigned, they had.

Ans.

Quer. 4

Did said Naublen or his counsel plead the Statute of Limitations or former adjudication to your account of offsets before Squire Cox, so far as you know?

Ans.

To this question Counsel for Plff. object. because the papers in the case are the best evidence, and because no written pleadings are necessary in a case before a Justice of the Peace.

Ans

He did not plead limitation, but Mr. Ely the Counsel told me he was going to plead it, on the next trial, on the day set for the trial ~~neither of us~~ Mr. Ely did not appear, I was not present either, and the



Justice Continued the Judgment he had already issued in the Case

Ques. When the suit was brought by Haublen. on which the judgment, <sup>in controversy</sup> was rendered, did you employ counsel to defend said suit; if so whom?

Ans. I did employ Counsel, I employed Geo W. Bloukenship

Ques Did you explain to him the nature of your defense; and that the said Cox had adjudicated the matters in said suit as you have set out in your answer in this suit?

Ans. I went to his office, and explained the nature of the case to him

Ques. What did he tell you to do? Explain how it was that judgment was ~~made~~ rendered against you.

Ans. To this question Counsel for the Plff. object, because it is hearsay and immaterial, the records being the true evidence.

Ans. He told me to go home, and if bond was given he would notify me. My recollection is that it passed the first term of the Court. because no bond had been given. Mr Bloukenship



told me when I was here, and then wrote me, that they could not give bond, but if they did give bond, he would notify me at once. He also said in the event they did give bond, he could prevent them from getting Judgment until he could notify me.

Ques. Did he ever notify you in any way that the bond had been given after the same had been done?

Ans. He did not in any way. I heard of the Judgment in a few days and came to see about it, and Mr. Blankenship admitted that he had not notified me.

Ques Did Mr. Blankenship then agree to have the collection of said Judgment enjoined? Tell what he said to you.

Ans. He did. he told me to go home and send him some papers I had and he would file a bill. I sent the papers by Mr. H. Reesor in two or three days. Mr. Reesor



Blankenship  
told me he very abruptly said  
there was no remedy - and I  
had better come down and pay it,  
and otherwise shamed me. I  
then gave the papers to other  
Counsel.

Ques. How long would it have taken  
Blankenship to have notified  
you that said bond had been  
given?

Ans. If the letter had been mailed  
the night before, I would have  
received it the next morning  
at  $\frac{1}{2}$  past 8 O'clock AM. I went  
to the office every morning, but  
got no letter.

Ques. Please state if the account  
you file with your answer  
marked "F" is a correct bill of  
off-sets against the account of  
said Hamblen upon which the  
judgment in controversy was  
rendered?

Ans. Abjected to by Plff's Counsel  
for reasons previously stated.  
It is correct.

~~\* Examiner~~

Ques What has been the attitude of  
G.W. Blankenship towards you



since the judgment in controversy  
was rendered?

Aus. This is objected to by Counsel  
for the Plff. because illegal  
impertinent, and immaterial,  
Aus. He has been very offensive, has  
used improper personal language  
to me, and has taken an  
active part against me in  
this case, by getting up testimony  
and testifying against me.

X Amputation.

Ques. What has been your attitude toward  
Blankenship since the rendition of Howblum  
judgment against you.

Ques. My personal feelings has not  
been very good, because I con-  
sidered he had done me wrong

Ques. How do you know that he <sup>(Blankenship)</sup> has taken an active  
part in getting up testimony against you?

Aus. By seeing him here, and hearing  
his testimony.

Ques. Was any one present when you say "that  
Blankenship admitted to you that he did not notify  
you to come to the trial, at that time Howblum  
obtained judgment against you in the circuit  
court for the \$2123,

Aus. There was no one present, to hear



the conversation. There were several persons near by but I don't know whether they heard the conversation or not.

Ques. Were you present at F.B. Cox's when the new trial was granted on the warrant between you and Hamblen,

Ans. I believe I was. That is my best recollection.

Ques. Upon what grounds was the new trial granted?

Ans. I don't know.

Ques. Is it not a fact that it was granted on the grounds of Mr. G. Ely atty for Hamblen raising the question of statute of Limitation against your acct of offsets vs. Hamblen?

Ans. I am not certain, but believe it was.

Ques. Was not the statute of Limitation talked of between you, Mr. G. Ely atty for Hamblen & F.B. Cox on the day the new trial was granted?

Ans. At one time there was such talk, but I don't know whether it was that day or not.

Ques. Was not the question of former adjudication talked of by Mr. G. Ely atty for Hamblen at the same time and did not F.B. Cox refer to papers in his office and ascertain that you had filed your same acct of offsets before him



once before that time when you and Hamblen had had a suit before him in which Hamblen had obtained judgment against you for something like \$9.<sup>00</sup>

Ans.

It was. I am not certain whether Mr Cox referred to his papers or not. ~~The~~ My recollection is that a part of the account had been filed in a former case in which a judgment was rendered against me.

Ques. Will you please file here with your deposition an itemized statement of the acct of offsets which you filed before H. B. Cox J.R. on the trial of the warrant between you and Hamblen.

Obj.

All the foregoing questions are objected to because they tend to bring up matters which were adjudicated by Justice Cox, and the plaintiffs can not here question said judgment. If said judgment was illegal or improperly rendered the plff. had their remedy by appeal, but they cannot attack said proceedings now. He had waited too long.

L. P. Hyatt, for deft.

Ans.

I haven't got it with me, but



(9)

I will mail a copy to the Justice who is taking this deposition to be filed with it, to be marked X

Ques. How many times was the warrant between you and Hamblen continued after the new trial was granted?

Ans. Objected to because the papers are the best evidence.  
R. J. Hyatt

Ans. I don't remember, whether it was once, twice or three times,

Ques. Did you or not owe Hamblen the acct of \$5 <sup>3</sup>/<sub>4</sub> charged on the acct?

Ans. His account was just. I did not dispute it.

Ques. What amount of money did you collect from Le Jones, of Hamblens money?

Ans. I got \$11.<sup>00</sup> and \$28.<sup>00</sup> Cost, and I don't know how much Commission was collected.

Objected to because papers in the case are the best evidence.

R. J. Hyatt.

Ques. Did Hamblen or his attorney either, have any notice of your judgment and garnishment proceedings before John Middle J. P.

Ans. Objected to because the garnishment proceedings, no matter how illegal



cannot here be attacked.)

L. J. Hyatt

Ans. I dont know whether they did or not.

ques. How many times was your case with Hamblen in the circuit court, in which he obtained judgment against you for \$21.23. Continued before final judgment?

Ans. I do not know. I dont remember.

ques. How many times of the court did you attend after you were summoned to appear in the case?

Ans. I dont know.

ques. Did you not find the case much attended then, did you?

Ans. I corresponded with my atty's about the case, all the time. I was here once or twice, in person.

ques. Were you here at court any time when the case was called?

Ans. I dont think I was. if I was I dont remember it.

ques. Why, <sup>is it</sup> do you say the case was first continued?

Ans. My <sup>att</sup> wrote me there was no bond given

ques. Had you authorized your attorneys to plead in the case for you?



Ans. I employed my attys to defend  
the case.

Re - Examination.

Ques On the <sup>first</sup> original warrant between  
you and Hambleton did you get  
credit for the same account you  
filed as offset against his \$32  
claim in the second warrant  
between you?

Ans. I did not.

And further this deponent swears not.

J. M. Richard

The further taking of depositions  
in this case are hereby adjourned  
until Saturday Feby 29<sup>th</sup> 1896,  
at the law office of Duncan & Hyatt,  
in Jonesville Va.

This Feby 25<sup>th</sup> 1896.

H. C. Foslyn J. P.

Met pursuant to adjournment  
at the office of Duncan & Hyatt  
on this 29<sup>th</sup> day of Feby 1896,  
and there being no witnesses present  
to give deposition, the <sup>further</sup> taking  
of these depositions ~~are~~ hereby  
closed. Given under my hand this  
Feb 29<sup>th</sup> 1896. H. C. Foslyn J. P.

#2 <sup>25</sup>



Virginia Lee County Court.  
I Henry C. Foslyn a Justice  
of the peace. for the said  
County and State, do hereby  
Certify that the foregoing depositions  
of J. M. Prichard, was  
duly taken, sworn to and  
subscribed, before me at  
the time and place mentioned  
in the Caption of the same.  
Witness under my hand this  
29<sup>th</sup> day of February 1896.  
H. C. Foslyn J. P.

L. L. Hearnahan Plff

Vs. J. M. Prichard

J. M. Prichard deft

The deposition of

J. M. Prichard

Filed Feb 29<sup>th</sup> 1896  
A. B. Murrey Clerk

J. P. Fee \$2.25



C. L. Hamblen Bkft }  
vs. } In Chancery  
J. M. Prichard Bkft }  
To the Hon W. J. Miller Judge  
of the Circuit Court for Lee  
County Va

Your undersigned Special  
Commissioner in the above styled  
Cause, respectfully reports, That  
after giving due notice as required  
by the decree entered in this Cause  
on the 6<sup>th</sup> day of March 1896. I  
proceeded ~~to~~ on the 13<sup>th</sup> day of  
May 1896, and on succeeding days  
to perform the duties assigned  
me in said decree.

I ascertain that J. M. Prichard  
is the owner of 28 acres of Very  
valuable land situated in Turkey  
Cove Lee County Va which is  
worth at least \$1000. and will  
rent for at least \$75.<sup>00</sup> per year  
and all the liens I find against  
this land is the debt sued  
upon which now amounts, with  
interest and costs, after giving  
all credits, to the sum of \$26.<sup>92</sup>  
up to June 1<sup>st</sup> 1896. with perhaps  
a few dollars additional costs.  
I also find a judgment against



J. M. Prichard rendered by a Justice of the Peace which amounts Principal interest and Costs. to the sum of \$246 this Judgment is due to W. J. Mice.

I further ascertain that J. M. Prichard owns or claims lands in the Crab Orchard Lee County Va amounting to about 103 acres. but upon which there is a Vendors lien for the sum of about \$250.00 for which a suit is now pending to enforce the vendors lien, this land is worth about \$800.00. but as the Turkey Cove land or the rents from the same in five years. seems to be ample to pay the two debts reported on statement filed herewith marked "A", and as suit was pending to enforce the Vendors lien upon the Crab Orchard land. I did not deem it necessary to report the last named matter in full but simply call the attention of your honor to the same.

All of which is respectfully submitted  
This May 21<sup>st</sup> 1896,

Henry C. Foslyn  
Spl Court



L. L. Hamblen App  
vs. J. In Chancery  
J. M. Prichard Def  
Commissioners  
Report

Filed May 21st 1896  
A. B. Munsey Clk

Commissioners fee \$5.00



Virginia,

At a Circuit Court continued and held  
for Lee County at the Court house thereof on  
Saturday June the 9<sup>th</sup> 1894.

C. L. Hamblew

Plff.

vs.

J. M. Pritchard

Def.

} In assumpsit.

C. 6.67

S. 1.00

Atty. 2.50

Co. C. .25-

\$10.42

This day came the parties by their  
attorneys, and pursuant to an agree-  
ment between the parties by their attor-  
neys: It is considered by the court  
that the plaintiff recover against the  
defendant Twenty-one dollars and  
ninety-three and one half cents (\$21.93½)  
the amount of the account in the  
declaration mentioned and legal  
interest thereon from June  
9<sup>th</sup> 1894 till paid and the costs—  
Subject to a credit of \$5.00 as  
of this date, June 9<sup>th</sup> 1894.

Virginia, Lee County, to-wit:

I, A. B. Munsey, clerk of the Circuit  
Court for the County aforesaid, do certify  
that the foregoing is a true trans-  
cript from the records in my Office.  
Given under my hand this Sept. 24<sup>th</sup> 1894.  
A. B. Munsey, clerk



J. M. Pritchard  
vs  $\frac{1}{2}$  copy of Jugelt.  
C. L. Haublen

C. - 95-d

"A"



C. L. Hambley Plt }  
G. M. Prichard Def } In Chancery

Statement of liens against  
G. M. Prichard up to the  
first day of June 1896.  
1<sup>st</sup> Lien

The first lien is the judgment  
obtained in this suit. for 32.35  
credit the same June 9/894. 5.00  
27.35  
Interest on \$16.93 to June 1<sup>st</sup>/896. 2.00  
29.35  
Costs of Suit including Comis fee 31.57  
Total \$60.92

credit March 28<sup>th</sup> 1896. \$30.00  
credit Apr 22<sup>nd</sup> 1896. 4.00 34.00  
Balance due June 1<sup>st</sup>/896. \$26.92  
2<sup>nd</sup> Lien

The second lien is a judgment  
before a J. P. in favor of  
W. T. Wise dated June 3<sup>rd</sup>/895, 1.00  
Costs of same + Interest 1.46  
\$2.46



B. L. Hamblen Pff.  
V.S. 3 In Chancery  
J. M. Pritchard Sept

Statement of  
Liens

"A."



Virginia, Lee County, To-wit:

TO M. H. Beason ..... **CONSTABLE OF SAID COUNTY,**

I HEREBY COMMAND YOU TO SUMMON..... J. M. Prichard ..... if to be found in your District

to appear at..... in said County, on the 10 day of Oct 1892 before me or such other

Justice of said County as may then be there to try this Warrant; to answer the complaint of..... and

upon a claim for money not exceeding \$100 exclusive of interest, to-wit: for the sum of \$..... due by..... and

then and there make return of this Warrant Given under my hand, the 28 day of sept 1892.

H. B. Cox ..... J. P.

C. L. Hamblin .....

On the 10 day of October 1892

In Debt,

J. M. Prichard AGAINST

At my office

in said County.

JUDGMENT. That the plaintiff recover of defendant \$11.00 with interest thereon from the 10<sup>th</sup> day of Oct.

1892, till paid, and \$2.80 costs.

H. B. Cox J. P.

**VIRGINIA, LEE COUNTY TO WIT:** To M. H. Beason

Constable of

said County. I command you in the name of the Commonwealth of Virginia, that of the goods and chattels of C. L. Hamblin.....

.....in your county you cause to be made the sum of \$11.00 with interest from the day of 1892, till

paid; which J. M. Prichard has recovered before me in a warrant in debt and also the sum of

\$2.80 which were judged to the said J. M. Prichard for costs in prosecuting said war-

rant. Given under my hand the 10<sup>th</sup> day of Oct 1892

H. B. Cox J. P.



Witness for  
S. Dept  
at S. S. Camp  
Johnathan Coomer  
S. S. S. Camp 2 days

Wm. H. Hamblen  
Wm. H. Hamblen  
J. M. Prichard  
"13"

\$5.32

Executed this 28  
day of Sept / 1892

M. H. Reaser, c.  
Oct 29 1892  
new trial granted  
to Nov 12 1892

Nov 12 1892 F. B. Cox J. P.

Continued at Prichard  
Cost 14 to Nov 19 1892

Nov 19<sup>th</sup> 1892 F. B. Cox J. P.  
both parties failed to appear  
Judgment still in force  
F. B. Cox J. P.

50 cents due Ross Hamblen which is not embraced in the  
costs in judgment and execution which J. M. Prichard is to pay  
This day remove the within  
This no day of May 1893  
John Prichard J. P.  
or J. B. Cox J. P.  
Execution



Virginia Lee County. To all, or any legal Constable of  
the said County of Lee, State of Virginia: I hereby  
command you in the name of the Common-  
wealth of Virginia to ~~summon~~ Lee Jones  
to appear, <sup>at</sup> John Riddles on the 20<sup>th</sup> day of May, 1893,  
the truth to speak, and to answer such questions  
as may be asked you, touching a matter  
of controversy and pending between  
<sup>of the County of Lee, State of Va. & J. H. Garretts Co., State of Ky.</sup>  
J. M. Prichard, and C. S. Hamblen, ~~at~~ of the  
~~County of Lee, State of Virginia.~~ And you  
then and there make return of this  
Garnishment notice, Given under my hand

This May 19, 1893.

James M. Prichard,

v. J.

John Riddle, J.P.

on the 20<sup>th</sup> day of May at

Lee Jones on Garnishment 1893 Indebt at John Riddle

C. S. Hamblen Execution in Said County Judgement  
that the Plaintiff of the Defendant \$14.30 with interest from  
the 10<sup>th</sup> day of Oct 1892 till paid \$1.00 for costs

John Riddle J.P.



J. M. P. Richard & Co.

C. S. H. H. H. H. H.

Executed by  
Notary Lee Jones  
This 20th day of May 1893  
M. H. Rouse & Co.  
or by cash May  
26 day 1893  
\$1450

"L."

75.  
25.  
50.00  
4450  
3450



1891

Turkey Cove, Va Jan. 1<sup>st</sup> 1894.

Oct. 2

J. M. Pritchard,

To C. L. Hamblen

Dr.

To Wdse -

\$5-62½

1893

" Money had and received illegally  
collected from Lee Jones

16 31

Total - \$21 93½

Madison Co. Ky.

This day C. L. Hamblen personally ap-  
peared before me N. B. Cooy and made  
oath that the above acct. of \$21.93½  
vs. J. M. Pritchard is just due and  
unpaid to the best of his knowledge  
information and belief. Given under  
my hand this the 27<sup>th</sup> day of Feb. 1894  
N. B. Cooy J. P. M. C. Ky.

Virginia, Lee County, to wit:

I, A. B. Mursey, Clerk of the Circuit Court  
for the County aforesaid, do certify that the  
foregoing is a true copy from records in my  
office. Given under my hand this Sept. 20<sup>th</sup> 1894.  
A. B. Mursey Clerk



J. M. Pritchard

vs. Copy of Acct.

L. L. Hambleton

Fee for copy 25¢

"Q"



Know all Men by these Presents, That we *M G Ely and*  
*Geo W Blankenship*

are held and firmly bound unto the Commonwealth of Virginia, in the sum of *\$500*  
*Fifty* dollars, to the payment whereof, well and truly to be made to  
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
 executors, and administrators, jointly and severally, firmly by these presents. And we hereby  
 waive the benefit of our homestead exemptions as to this obligation, and any claim or right  
 to discharge any liability to the Commonwealth arising under this bond or by virtue of said office,  
 post or trust, with coupons detached from the bond of this State. Sealed with our seals, and  
 dated this *5<sup>th</sup>* day of *June* one thousand eight hundred and ninety *four*

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas *a suit hath*  
*been instituted in the Circuit Court of Lee*  
*County by L L Hamblen against J M Prichard, an*  
*order has been made in the Court requiring security*  
*from L L Hamblen for the payment of costs and*  
*damages, if therefore the said L L Hamblen shall*  
*well and truly pay all costs and damages which*  
*may be awarded to the defendant, and all fees*  
*due or to become due in such suit to the*  
*officers of the said Court*

then this obligation to be void or otherwise to remain in full force and virtue.

The obligors herein named hereby waive all ~~benefit~~ of their  
 homestead exemption as to this obligation. [SEAL.]

Copy Teste

*ARB Munsey Clerk*

*M G Ely*

[SEAL.]

*Geo W Blankenship*

[SEAL.]

In the Circuit Court of the County of Lee, the \_\_\_\_\_ day of \_\_\_\_\_

189 .

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to  
 be recorded, \_\_\_\_\_

the suret therein having first justified on oath that \_\_\_\_\_ estate, after the payment of all  
 \_\_\_\_\_ just debts, and those for which he \_\_\_\_\_ bound as security for others and expect  
 to have to pay, \_\_\_\_\_ worth the sum of \_\_\_\_\_  
 dollars, over and above all exemptions allowed by law.

Teste:

\_\_\_\_\_  
 Clerk.



---

*W L Hambley*

to { **BOND.**  
*For costs*

Commonwealth.

---

"E"

*Free for copy 28<sup>cts</sup>*



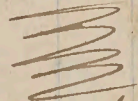
C. K. Hamblee  
To J. M. Poitcharo Dr.

To amount of your account  
as shown in the Warrant  
dated Sept 28<sup>th</sup> 1892 in your  
favor against me and  
settled and adjudicated in  
my favor by F. B. Cox Jd.  
and which said account  
is included in the account  
filed by you against me  
on which you obtained  
your pretended Judgement, \$5.32  
" Judgement in my favor  
against you rendered ~~Apr~~  
Oct 10<sup>th</sup> 1892 and with in  
terest from that date 11.00  
" Costs on said Judgement  
recovered by me 2.80  
" For medical attention 5.00  
\$24.12



Account

J. M. Pritchard

Eds. 

C. H. Hambley

"  
F"  
"



J. P.

W. T. Wise

Against  
J. M. Pritchard

On the 3<sup>d</sup> day of June 1895  
(In debt.)  
At Jonesville in said County.

JUDGMENT, That the Plaintiff recover of the Defendant \$ 1.00, with interest thereon from the  
3<sup>d</sup> day of June 1895, till paid, and \$ 1.00 for costs.

H. B. Joslyn, J. P.

VIRGINIA--Lee County, To-wit: To C. E. Cheek Constable of said County.

I command you in the name of the Commonwealth of Virginia, that of the goods and chattles of.....

J. M. Pritchard  
....., in your county, you cause to be made the sum of \$ 1.00 with  
interest thereon from the 3<sup>d</sup> day of June 1895 till paid, which W. T.

Wise has recovered before me in a  
warrant in debt, and also the sum of \$ 1.00 which were adjudged to the said W. T.

Wise for costs in prosecuting said warrant.

Given under my hand the 3<sup>d</sup> day of June 1895.

H. B. Joslyn J. P.

A. Copy Teste  
H. B. Joslyn J. P.



The within Judgment & Execution  
are hereby renewed for sixty days.  
This Jan 20<sup>th</sup> 1896. H. C. Foslyn J.P.  
Rec 40

W. T. Chiles  
Att'y  
J. M. Prichard



Know all Men by these Presents, That we B L Hamblen and  
W A Baker

are held and firmly bound unto the Commonwealth of Virginia, in the sum of Fifty  
 dollars, to the payment whereof, well and truly to be made to  
 the said Commonwealth of Virginia, we bind ourselves and each of us, our and each of our heirs,  
 executors, and administrators, jointly and severally, firmly by these presents. And we hereby  
 waive the benefit of our homestead exemptions as to this obligation, and any claim or right  
 to discharge any liability to the Commonwealth arising under this bond or by virtue of said office,  
 post or trust, with coupons detached from the bond of this State. Sealed with our seals, and  
 dated this 8th day of March one thousand eight hundred and ninety

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, That whereas a suit hath  
been instituted in Circuit Court of Lee County  
by B L Hamblen against J M Prichard  
and an order having been made at rules requiring  
from the said B L Hamblen for the pay-  
ment of costs and damages, if therefore  
the said B L Hamblen shall well and  
truly pay all costs and damages which may  
be awarded to the defendant, and all fees  
due, or to become due in such suit, to  
the officers of the said Court

then this obligation to be void or otherwise to remain in full force and virtue.

B L Hamblen [SEAL.]  
W A Baker [SEAL.]  
 [SEAL.]

In the Circuit Court of the County of Lee, the \_\_\_\_\_ day of \_\_\_\_\_  
 189 .

This bond was executed and acknowledged, in open Court, by the obligors, and ordered to  
 be recorded, \_\_\_\_\_

the suret therein having first justified on oath that \_\_\_\_\_ estate, after the payment of all  
 \_\_\_\_\_ just debts, and those for which he \_\_\_\_\_ bound as security for others and expect  
 to have to pay, \_\_\_\_\_ worth the sum of \_\_\_\_\_  
 dollars, over and above all exemptions allowed by law.

Teste:

\_\_\_\_\_  
 Clerk.



to L Hamblen

to { BOND. *vs*

~~Commonwealth.~~  
J M Prichard



To J. M. Richard

Take notice, That at the rules to be held for the Circuit Court of the County  
of Lee, on the 1st Monday in January,  
1895, I shall institute a suit in Chancery, to enforce the lien of a judgment  
being for \$21.93 Dollars, with interest thereon at the  
rate of six per centum per annum, from the 9th day of June, 1894, till  
subject to a credit of \$5.00 as of the 9th day of June, 1894  
paid, and the costs \$10.42, obtained against you and in my favor  
by a judgment of of the Circuit Court of Lee County, Va.  
on the 9th day of June, 1894, if the same be not paid before that time.

L. F. Hamblen

By Orin Ely & Orr Counsel.



*C. F. Hambleton*

*vs.*

Notice of Suit to enforce Lien of  
a Judgment which does  
not exceed \$20,  
(exclusive of interest and costs).

*J. M. Richard*  
*1st Jan'y Rules 1895*  
*Executed Oct the*  
*30<sup>th</sup> 1894 by*  
*Delivering a true*  
*office copy of*  
*the within*  
*Notice to J. M.*  
*Richard This*  
*Nov the 7<sup>th</sup> 1894*  
*L. M. Wade D. S.*  
*for C. E. Flannery*  
*S. L. C.*

*Mr. C. E. Flannery attys*



The Commonwealth of Virginia,

To the Sheriff of the County of Lee, Greeting,

We command you, That of the goods and chattles of

in your bailiwick, you cause to be made \$32.38 and legal interest on \$26.93 part thereof from June the 9<sup>th</sup> 1894 with interest at the rate of six per centum per annum from the day of 189

until paid, which

late in our Circuit Court of the County of Lee, has recovered against the said

, as well for a debt as interest thereon; also

Sixteen dollars and fifty seven cents, which to the said L. L. Hamblen in the same court were adjudged for his costs by him about his suit in that behalf expended, whereof the said

is convict as appears to us of record. And how you shall execute this writ make know at the rules to be holden in the clerk's office of our said Circuit Court, on the 3rd Monday in May next. And have then there this writ.

Witness, A. B. MUNSEY, Clerk of our said court, at the court-house, the 17th day of March 1896, and in the 120<sup>th</sup> year of the Commonwealth.

A. B. Munsey Clerk.

C 7.82  
S 80  
attly 18.00  
JP 3.00  
C 25  
\$26.87



Or the within judgment  
for, ballers & rights etc.  
This, at p. 28. 96.  
by, J. M. Prichard

At L. L. Hamblen vs  
for W. W. W. W. W.

This in the is subject to a credit of five dollars  
as of June 22 1894

E. B. No 4 p 86

L L Hamblen

FL. FA.

vs.

IN DEBT.

J M Prichard

E M Ewing p q  
1

Came to hand

189 , at o'clock M

To 2nd May Rules

Circuit Court.

Decree Jan Mar 1896

O. B. No. 4 p 351-2

Or the within judgment  
thirty ballers by J. M. Prichard  
This March, 28, 96.

At L. L. Hamblen vs  
for W. W. W. W. W.



C. L. Hamblen, Plaintiff

Against ( In Chancery.

J. M. Pritchard, Defendant.

To the Honorable W. T. Miller, Judge of the Circuit Court of Lee County, Virginia:-

The replication and objection of C. L. Hamblen to an answer filed by the said J. M. Pritchard on the 12th day of June 1895, in the above cause of himself against the said Pritchard. Your replicant insists that the said answer ought not to be filed, because it seeks to charge fraud generally, whereas it should be done by plainly indicating the specific acts.

For replication to the said answer your replicant alleges that the judgement obtained against the said Pritchard on the 9th day of June 1894, was fully, wholly and legally adjudicated by a court of competent jurisdiction. Your replicant here positively and unqualifiedly denies the charge of fraud alleged or sought to be alleged in the said answer with reference to obtaining the judgement aforesaid. He positively asserts that both M. G. Ely, counsel at that time for your replicant and T. R. Jackson and G. W. Blankenship, also counsel in the said cause for the said J. M. Pritchard, acted in good faith; and your replicant alleges that the charge of fraud, negligence or connivance on the part of either or all of the said counsel is a malicious, diabolical and slanderous charge, without the least foundation in truth. On the contrary your replicant alleges that the said Jackson and Blankenship made numerous fruitless efforts to secure the attendance of their client, the said Pritchard. Your replicant further alleges that the said Jackson and Blankenship made use of every particle of information at their command in conducting this said cause, and that nothing was left undone that would possibly avail their client; and so far as they know or could ascertain, their client was not at any time a material witness. And now having fully replied, etc.

E. W. R. Ewing  
P. O.

Virginia, Lee County, to wit:

This day G. W. Blankenship personally appeared before me, A. B. Munsey, Clerk of the Circuit Court for said county and state, and made oath that at the time C. L. Hamblen obtained judgement against J. M. Pritchard, and which judgement is sought to be enforced in the above cause, he was a member of the firm of Jackson and Blankenship, which



f irm represented the said Pritchard ; and he further made oath that the facts set forth in the above replication denying fraud, connivance and negligence as set forth in the answer of the said J. M. Pritchard in this cause are true as to himself and firm."

M. G. Ely also personally appeared before me and made oath that the facts stated in the above replication denying the charges set forth in said answer as to himself, are true."

Given under my hand this the 8th day of November 1895."

A. B. Munsy  
Clerk."



C. L. Hamble

vs- } Replication.

J. M. Pritchard.

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Filed in open Court  
and by leave thereof  
Novr the 8th 1895.  
A B Munsey  
Clerk

485



C. L. Hambleen Plff. } In Chancery  
J. M. Prichard Def<sup>ts</sup>

x x x x x x x x x x  
and it appearing from the plaintiffs  
bill that there are other liens  
existing against the real estate  
of the defendant, J. M. Prichard,  
it is further ordered and decreed  
that H. C. Forslyn, who is <sup>hereby</sup> appointed  
a Commissioner for the purpose,  
do ascertain and report to this Court,  
what real estate the said J. M.  
Prichard owns, its annual rental  
value, he will also report what  
liens exist against the same  
the amount priority, and to whom  
due, also any other matter deemed  
pertinent by himself or required by  
either party, but before acting under  
this decree, he will give the parties  
in interest due notice of the time  
and place of his sitting, and report  
to Court, and the Cause is Continued.

A Copy Teste

(Signed)

A. B. Munsey Clerk

Commissioners Notice:

The parties interested in the decree  
from which the foregoing is an  
extract, will take notice, that on  
Wednesday the 13<sup>th</sup> day of May



L. L. Hamblen Refd.  
vs. J. M. Richard  
Chancery  
Sept

Make Return on  
this Copy 6

I accept legal  
service of the writ  
L. L. Hamblen  
By E. W. R. Bury  
his counsel.

Executed  
May 2<sup>nd</sup> 1896  
by delivering  
a true copy  
of the writ to  
J. M. Richard  
for W. R. Bury

1896, at the office of the Circuit Court  
Clerk, in Jonesville Va. 2 shall proceed  
to execute the same, when and  
where, all parties in interest are  
required to attend, with such  
evidence as will enable me  
to comply with the order of the Court.  
May 2<sup>nd</sup> 1896, H. C. Forsgren  
Spl Commissioner



Virginia

At a rules held in the office  
of the clerk of the circuit Court for  
Lee County at the Courthouse thereof  
on Monday February 4<sup>th</sup> 1895:

W. L. Hamblen

Plff

vs

J. M. Prichard

Def

In Chancery

The defendant suggests that the plain-  
tiff is not a resident of this State and  
that security is required of the said  
plaintiff according to law for the pay-  
ment of the costs and damages which  
may be awarded to the defendant in this  
suit, and of the fees due or to become due  
in this suit to the officers of this Court.  
Witness A. B. Munsey Clerk of our said  
Court, at the Court-house the 4<sup>th</sup> day of  
February 1895; and in the 119<sup>th</sup> year of  
the Commonwealth

A. B. Munsey Clerk



J M Prichard  
ad Rule for Costa  
to L. Hamblen

Executed Feb 19. 1895  
by delivering and affixing  
copy of the within  
rule to M. G. Ely  
att'y for L. Hamblen

C. C. Flannery.

S. L. C



To C. L. Hambleton:-

You are hereby notified that on Saturday the 29th day of February 1896, at the office of Duncan & Hyatt, in the town of Jonesville, Virginia, I will proceed to take the deposition of F. B. Cox, and others, which when taken are intended to be read as evidence in my behalf in a certain suit in Chancery now pending in the Circuit Court of Lee County Virginia, wherein I am defendant and you are plaintiff. If from any cause the taking of said depositions be not begun on that day, or, if begun, be not completed on that day the taking thereof will be continued from time to time, from place to place until the same be completed.

This Feby 25<sup>th</sup> 1896

J. M. Prichard

By Counsel

Duncan & Hyatt

Counsel



J. M. Prichard  
To } Notice to take  
      } depos.  
C. F. Hamblen



20.

6.92.

5.25-

.75-

12.92

~~164~~

12.56

12.92

~~165-~~

~~1645-0~~



To J. M. Pritchard,

Toke notice that on Monday, Feb-  
24, 1846, at the office of E. W. R. Ewing,  
in the town of Friesville, Virginia, I  
will proceed to take the depositions of M. G.  
Ely and others to be used as evidence in  
my behalf in a certain suit now  
pending in the Circuit Court of Lee  
county, wherein I am plaintiff and you  
are defendant; and if from any cause  
the taking of the said depositions be begun  
and not completed, or be not begun on  
that day, the taking of the same will  
be continued from time to time &  
from place to place and between  
the same hours, which hours will  
be 8 A. M. & 6 P. M. O'clock of the  
aforesaid day.

This Feb. 12, 1846.

Respectfully,  
A. L. Hambleton.

By Counsel;  
E. W. R. Ewing.



14  
L. L. Hamble  
vs. } Notice  
J. M. Pritchard

---

To take depositions -

---

Executed Feb. 14,  
1896, by delivering  
a true copy of the  
within notice to  
J. M. Pritchard -  
at Lebanon, Ind.  
for W. P. Weston & Co.



# The Commonwealth of Virginia,

To the Sheriff of the County of Lee---Greeting:

WE COMMAND YOU, That you summon

*J. M. Prichard*

to appear at the Clerk's Office of the Circuit Court of the County of Lee, at the rules to be held for the said

Court on the *1st* Monday in *February*, 189*8*, to answer a bill in Chancery,

exhibited against *him* in our said court by *B L Hamblen*

And have then there this writ. Witness, A. B. MUNSEY, Clerk of our said Court, at the court-house, the

*18th* day of *December* 189*4*, and in the 11*9th* year of the

Commonwealth.

*A B Munsey* Clerk.



W. L. Hamblen

vs. { SUPCENA  
IN CHANCERY.

J. M. Prichard

M & Ely p. q.

To 1st February Rules,  
Circuit Court.

Executed Jan  
the 15-1895  
by delivering a copy  
of the within  
sums to J. M.  
Prichard. This  
Jan 18-1895.  
L. M. Wade D. S.  
for C. E. Gilman  
of L. C.



W. L. Hamblen

J. M. Pritchard

ad. in Chy.

W. L. Hamblen

Duncan & Hyatt, p. q.

Plffs Cost

C 7.82

S 5.00

atty 15.00

Co C 2.50

Cour 5.00

Estimated

36.57

5.00

31.57

Court directed \$5.00

att. fee only.

Plffs Costs recovered

C 7.82

S 5.00

atty 15.00

P 3.00

Co C 2.50

Commission 2.67